

**ANNOUNCEMENT QBD1**

**CHEESE, QUESO BLANCO**  
**FOR USE IN DOMESTIC PROGRAMS**



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## **ANNOUNCEMENT QBD-1 CHEESE, QUESO BLANCO**

### **1. GENERAL**

#### **A. Solicitation for Offers**

- (1) The United States Department of Agriculture (USDA) will from time to time issue a solicitation for offers under this announcement to sell Queso Blanco (hereinafter referred to as cheese) to USDA for use in domestic programs.
- (2) The solicitation will specify the office to which offers are to be submitted, the closing time for receipt of offers, and provisions applicable to the proposed procurement which are in addition to or different from those set forth herein.

#### **B. Terms and Conditions**

- (1) Provisions of “General Terms and Conditions For the Procurement of Agricultural Commodities or Services,” USDA-1, Revision No. 2, as amended (USDA-1), are incorporated as specified in Section 6 of this announcement.
- (2) Offerors are cautioned to read all terms and conditions of USDA-1, Total Quality System Audit (TQSA) Supplier Guidelines (applies to laboratories only), this announcement, the appendixes to this announcement, and the solicitation.

#### **C. Packaging and Marking Specifications**

Appendix 2 to this announcement contains the detailed packaging and marking specifications, and other requirements, applicable to the product delivered under this announcement.

#### **D. Commercial Item Description**

Appendix 3 to this announcement is the Commercial Item Description (CID) for Cheese, Queso Blanco; A-A-20347 dated December 20, 2004.

### **2. ELIGIBILITY OF OFFERORS**

To be eligible to submit an offer under this announcement, the offeror must:

- A. Demonstrate its ability to meet the prescribed standards specified in the agency’s qualification requirements located at [www.fsa.usda.gov/daco](http://www.fsa.usda.gov/daco). This process will determine that a potential vendor has the quality, fitness, capacity, and experience to satisfactorily perform the proposed work and has demonstrated the requisite trustworthiness. USDA reserves the right to adjust, limit, suspend or rescind any potential vendor who has been deemed qualified and placed on the agency’s Qualified Bidders List based on any subsequent learned information. USDA reserves the right to

waive any minor irregularity and/or omission in the information contained in the qualification application that has been submitted.

**B. Central Contractor Registration Requirements**

Vendors doing business with USDA are required to register in the Central Contractor Registration (CCR) before being awarded contracts. By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database. If the offeror is not registered in the CCR database at the time of bid opening, offers will be deemed non-responsive.

Assignee shall be separately registered in the CCR database. Once a contract has been awarded, the contractor shall not change the name or address for Electronic Funds Transfer (EFT) payments in the CCR record for the purpose of assignment of claims.

Offeror may obtain information on CCR registration and annual confirmation requirements at [www.ccr.gov](http://www.ccr.gov) or by calling 1-888-227-2423 or 269-961-5757.

**C. Online Representations and Certifications Application (ORCA)**

52.204-8 annual representations and certifications.

As prescribed in 4.1202, insert the following provision: annual representations and certifications (Jan 2005)

(a)(1) if the clause at 52.204-7, central contractor registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) if the clause at 52.204-7 is not included in this solicitation, and the Offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) paragraph (b) applies.

☐ (ii) paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) the offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR clause# | Title | Date  | Change |
|-------------|-------|-------|--------|
| _____       | _____ | _____ | _____  |

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

If the offeror is not registered in the ORCA database at the time of bid opening, offers will be deemed non-responsive.

- D. Meet the definition of a manufacturer or nonmanufacturer as defined below.
- (1) Manufacturer means a person that owns, operates, or maintains a factory or establishment that produces on the premises the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
  - (2) Nonmanufacturer means a person that is primarily engaged in the wholesale or retail trade and normally sells the items being supplied to the general public; and will supply the end item of a small business manufacturer or processor made in the United States, or obtains a waiver of such requirement pursuant to 13 CFR Part 121.406.
- E. Maintain a bona fide business office in the United States, its territories or possessions, the Commonwealth of Puerto Rico, or the Trust Territories of the Pacific Islands for the purpose of selling to USDA the product described in this announcement. Additionally, the offeror must maintain an office, employee, or agent for service of process.
- F. Have a number of dairy plants, sufficient to produce the quantity offered, currently approved by Agricultural Marketing Service (AMS).
- G. Meet the requirements of the TQSA program. Offerors shall be allowed to offer only from plants that have received an audit score of at least 80 points (exclusive of any major non-conformances in any item). However, a result of “0” in any element of the TQSA Report Form TQ-003 will require AMS commodity inspection until such time corrective action is implemented and verified as effective. A result of one major non-conformance in an item resulting in a Corrective Action Request (CAR), or three or more minor non-conformances in a section would preclude participation in commodity purchase programs until such time corrective action is determined, implemented, and verified as effective. The Contracting Officer will make all final decisions regarding corrective action compliance. The TQSA Supplier Guidelines setting forth the TQSA requirements may be obtained at the Internet location: [www.fsa.usda.gov/pdd/tqsa.htm](http://www.fsa.usda.gov/pdd/tqsa.htm) or by contacting the appropriate Contracting Officer.
- H. Affirmatively demonstrate responsibility as defined in Federal Acquisition Regulation (FAR) 9.104-1. USDA may request a pre-award survey for the purpose of evaluating the offeror’s ability to perform the contract.

### 3. SUBMISSION OF OFFERS

#### A. How to Submit Offers

Offers, modifications, withdrawals of offers, and price adjustments shall be submitted through the Domestic Electronic Bid Entry System (DEBES) and received by the date and local time specified in the solicitation for receipt of offers. The time of receipt will be determined and recorded by DEBES. Submission of the above by any means other than DEBES will be determined nonresponsive.

#### B. Computer Software Requirements

The offeror is responsible for choosing their own Internet Service Provider (ISP) to transmit, translate, or carry data between the offeror and this office. The offeror is responsible for the cost of its third-party network.

- (1) Operating system: Windows NT, Windows 2000, or Windows XP (or equivalent).
- (2) Browser requirement: Netscape versions greater than 4.07 and less than 6.0 (OR) Internet Explorer 5.0 or above.
- (3) Encryption: Browser capable of handling 128-bit encryption.
- (4) Proxy servers: Offerors must set up their proxy server to allow access to the Internet DEBES port.

#### C. Access to DEBES

- (1) Internet location is <http://pcsd.usda.gov/debes>.
- (2) This office will provide the offeror with an ID number and the initial password needed to access DEBES.
- (3) USDA will not be responsible for any failure attributed to the transmission of the bid data prior to being accepted and stored on our web server including, but not limited to the following:
  - (a) Any failure of the offeror's computer hardware or software.
  - (b) Availability of your ISP.
  - (c) Delay in transmission due to the speed of your modem.
  - (d) Delay in transmission due to excessive volume of Internet traffic.
- (4) Price and mode of transportation offered for each item must be entered on DEBES offer form bid page. The Trans (transportation) Mode on the DEBES offer form bid page will default to truck. Offerors may select the rail or piggyback mode for each state if applicable. Quantities offered for each plant, product/pack size, and

delivery periods must be entered on the constraints bid page. Certification answers must be entered on the certifications bid page.

D. Late Submission and Modifications

Any offer submitted to DEBES after the designated time specified for receipt in the solicitation will not be considered. Notwithstanding the above, a late modification of an otherwise successful bid that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted. For the purpose of this announcement, USDA-1, Articles 6 and 7 are excluded.

E. Basis of Offer

Offers are invited f.o.b. destination. The solicitation will specify whether prices will be offered by state or by item. **THE USE OF OPEN VAN CARRIERS IS NOT ALLOWED.**

F. Offers in the English Language

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected (FAR 52.214-34).

G. Offers in U.S. Currency

Offers submitted in response to this solicitation shall be in terms of U.S dollars. Offers received in other than U.S. dollars shall be rejected (FAR 52.214-35).

#### 4. **ACCEPTANCE OF OFFERS**

- A. USDA will notify successful offerors on the date specified in the solicitation. The date of acceptance by USDA will be the contract date.
- B. In addition to the price, factors considered in accepting offers will include the time of shipment, the total cost to the Government to deliver the product to the ultimate destination, and the responsibility of the offeror as demonstrated by prior contract performance.
- C. USDA may accept or reject any or all offers, or portions thereof.

#### 5. **RESPONSIBILITY AND PERFORMANCE OF OFFEROR**

- A. Offerors are cautioned not to bid on product quantities exceeding a level that the offeror can reasonably expect to deliver in accordance with the contract schedule. Deliveries must be made during the contracted delivery period and no extensions will be granted due to weekends or Federal holidays. On-time delivery is imperative because this product is used in Domestic and National School Lunch Feeding Programs. Late deliveries cause serious and substantial damages to USDA and to other agencies that use this commodity.

Contractor delivering late on contracts must immediately notify the contracting officer of late deliveries and how soon delivery can be expected.

- B. The offeror must certify to timely performance on current contracts on the DEBES certification bid page. A determination that the late performance is beyond the control or negligence of the contractor will be made by the contracting officer. An offeror may be deemed nonresponsible if the offeror is delivering late on contracts with USDA and the late delivery is not due to causes beyond the contractor's control. This provision, as it pertains to small business, is a deviation from FAR 9.103(b) and Subpart 19.6.

## **6. PROVISIONS OF CONTRACT**

- A. The contract consists of:
  - (1) Contractor's offer.
  - (2) USDA's acceptance.
  - (3) The applicable solicitation.
  - (4) This announcement, including Appendixes 1-3.
  - (5) TQSA Supplier Guidelines.
  - (6) USDA-1, except Articles 50 and 55 and all of Part E. Articles 56, 65 and 67 are applicable, except that contracts will be executed on a delivery basis. All words referring to "ship," "shipping," "shipments," and "shipped" shall be "deliver," "delivering," "deliver(ies)," and "delivered",
- B. If the provisions of USDA-1, TQSA Supplier Guidelines and this announcement are not consistent, the provisions of this announcement will prevail. If the provisions of USDA-1, TQSA Supplier Guidelines, this announcement, and the solicitation are not consistent, those of the solicitation will prevail. If the Commercial Item Description is not consistent with the specifications in Section 8, the provisions contained in Section 8 of this announcement will prevail.
- C. No interpretation or amendment of this announcement is valid or enforceable unless such interpretation or amendment is in writing and executed by the contracting officer. No other determination or opinion shall be a contract interpretation even if it came from another USDA official.

## **7. NAICS CODE AND SMALL BUSINESS SIZE STANDARD**

- A. The North American Industry Classification System (NAICS) code for this acquisition and the small business size standard is:



| Commodity | NAICS Code | Corresponding Sic Code | Size Standard (Employees) |
|-----------|------------|------------------------|---------------------------|
| Cheese    | 311513     | 2022                   | 500                       |

- B. The small business size standard for a concern which submits an offer in its own name, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- C. The U.S. Small Business Administration (SBA) has implemented the Procurement Marketing and Access Network (PRO-Net). PRO-Net is a procurement related Internet-based electronic search engine for locating small, small disadvantaged, and women-owned small business sources. The PRO-Net Internet address (URL) is (<http://pro-net.sba.gov>). Companies that do not have access to the Internet may register for PRO-Net through your local SBA office. The PRO-Net is a free electronic gateway linked to the Commerce Business Daily, government agency home pages, and other sources of procurement opportunities.

## 8. COMMODITY SPECIFICATIONS

### A. Domestic Origin

- (1) The product delivered under this announcement must be produced in the United States from commodities produced in the United States.
- (2) For purposes of this section, the following definition applies:  
  

"Produced in the United States" means manufactured, processed, mined, harvested, or otherwise prepared for sale or distribution, from components originating in the United States, its territories or possessions, the Commonwealth of Puerto Rico, or the Trust Territories of the Pacific Islands (hereinafter referred to as the United States). Components originating in the United States which have been exported, and subsequently imported back into the United States, will not be considered as having been produced in the United States.
- (3) The contractor must maintain records to verify that during the contract delivery period, at the point of packaging or, in the case of bulk commodities, at the point of delivery to USDA, the product was in compliance with the domestic origin requirements of this section of the Announcement. (See Article 76 of USDA-1.)
- (4) USDA will randomly conduct domestic origin compliance reviews to determine if the product delivered to USDA was produced and manufactured in the U.S. from materials produced and manufactured in the U.S. Upon request, the contractor must submit documentation substantiating compliance to the contracting officer for review. This documentation may include procurement, production, inventory,

delivery, and any other pertinent records. Onsite reviews may also be performed, at the discretion of USDA.

**B. Commercial Item Description (CID)**

- (1) Except as otherwise required by this announcement or the applicable solicitation, Cheese, Queso Blanco shall be made by the acid-set process and comply with the requirements of Commercial Item Description A-A-20347 (Appendix 3 to this Announcement) as amended or superceded on date of contract or delivery order, whichever date is later.
- (2) Offeror certifies that the prepared Queso Blanco distributed meets or exceeds the requirements of the CID.

**C. Production Requirements**

- (1) The cheese delivered to USDA must have been manufactured from pasteurized milk that was produced in the United States and not previously owned by CCC, and in plants that were inspected and approved by the Dairy Grading Branch, Dairy Programs, Agricultural Marketing Service (AMS), USDA prior to submission of offer.
- (2) The Queso Blanco shall have a pH between 5.25 to 5.4 using the quinhydrone method.
- (3) No lot may contain cheese having a variation of over 30 days in dates of manufacture.
- (4) Subject to the provisions of Articles 60 and 68 of USDA-1, product which deviates from the specifications of this contract will be rejected, or at the discretion of the contracting officer, accepted at discounts to be determined by USDA.
- (5) Notwithstanding the other provisions of this section, the presence of any extraneous material in the Queso Blanco will be basis for rejection.

**D. Warranty**

- (1) Vendors supplying commercial products must certify and fully demonstrate that the product being delivered has a history of successful distribution and use in domestic commercial channels. The product delivered shall have a standard retail commercial quality, and comply with all applicable Federal and State mandatory requirements and regulations relating to the preparation, processing, labeling, storage, distribution, and sale within the commercial marketplace.
- (2) The product must conform in every respect to the provisions of the "Federal Food, Drug, and Cosmetic Act," as amended, and the regulations promulgated thereunder,

including any Defect Action Level guidelines issued by the Food and Drug Administration (FDA) which may be applicable to this product. Any product with counts in excess of the FDA Defect Action Level guidelines shall not be shipped.

- (3) Contractor must replace defective commodity with an equal quantity of commodity that conforms to all contract requirements and specifications, provided replacement is agreed to by USDA.

E. Liability

The contractor will be liable for losses due to excessive deterioration, mold development, or spoilage, which are discovered within 180 days of the date of delivery to USDA, in accordance with the provisions of Article 61 of USDA-1.

## 9. QUALITY ASSURANCE

- A. The contractor or AMS shall perform the product testing and quality analysis to ensure that the product meets the specifications described in Section 8. The results must be evidenced by a Certificate of Analysis. The contractor must retain the Certificates of Analysis and furnish a copy to USDA with the invoice package. Contractors are required to notify KCCO immediately of lots that fail to meet contract requirements. The percentage of moisture, milkfat, salt, pH value and microbial requirement verification will be evidenced by certificates issued by AMS, an independent commercial laboratory using AOAC International approved methodology, or the contractor's TQSA compliant laboratory. The quality, date(s) of manufacture, and weight of the Queso Blanco will be evidenced by grading certificates issued by the contractor or AMS.
- B. The TQSA program is a method of contractor verification and shall not relieve contractors of their responsibility to deliver a product which complies with all contractual and specification requirements.
- C. If contractor becomes TQSA non-compliant after contract is awarded and through execution of contract, the contracting officer may terminate contract for default.
- D. Notwithstanding Article 56(b) of USDA-1, the contractor may ship the cheese prior to receipt of the commodity testing and analysis results. In this event, contractor assumes all risks and liabilities, which arise with respect to the failure of the shipped cheese to meet contract specifications.

## 10. NET WEIGHT REQUIREMENTS

- A. The drained weight of the Queso Blanco ready for packaging shall be not less than 2.26 kilograms (5 pounds).

## 11. SHIPMENT AND DELIVERY

- A. Shipment and delivery must be made in accordance with this announcement and Articles 56 and 64 of USDA-1.
- B. Title and risk of loss will pass to USDA on the date of delivery, as evidenced by signed and dated consignee's receipt, warehouse receipt, dock receipt, or other similar document acceptable to USDA.
- C. The quantity of the product delivered in good condition must be evidenced by a signed and dated consignee's receipt, warehouse receipt, dock receipt, or other similar document acceptable to USDA, such document must be retained by the contractor.
- D. Contractors are required to make **TWO** notifications for each shipment (See Article 56(c) of USDA-1):
  - (1) The State Agency, "Consign To" party shown on the Notice to Deliver (N/D), must be **FAXED** on the day of shipment.
  - (2) The receiving warehouse, "Care Of" party shown on the N/D, must be called 24 hours in advance to schedule an unloading appointment. (This is not required for rail shipments.) Contractors must notify the contracting officer in advance if deliveries will not be made by the final delivery date under the contract, in accordance with Article 67(a) of USDA-1.
- E. Consignees may request upgrading of delivery service; for example, delivery within the doors of the consignee's premises or to a specific room within a building. Contractors are alerted that such delivery terms are beyond contractual requirements. If an upgrade of delivery services is requested and agreed to, additional charges must be billed to the party requesting the service.
- F. For random weight containers, Contractor shall deliver the number of units specified on the N/D.
- G. Suppliers of commodities, products and/or services shall be responsible for placing a seal(s) on all doors of each transportation conveyance upon completion of loading or servicing. The seal number(s) shall be entered on the bill of lading, which must be signed or acknowledged by the carrier or its agent. Seals shall be sequentially numbered, barrier-type and meet the American Society for Testing and Materials (ASTM) Standards. Seals shall be 1/8-inch diameter cable, high security bolt, or equivalent.

Information on ASTM Standards may be found at [www.astm.org](http://www.astm.org).

Offers must acknowledge receipt of this amendment on the certifications.

- H. For identification upon receipt at delivery warehouses, all commercial brand product shipping documents must specify “FOR USDA FOOD DISTRIBUTION PROGRAMS.”

## 12. LIQUIDATED DAMAGES

### A. Compensation to Contractor for Late Issuance of Notice to Deliver

Liquidated damages for delay in delivery due to late issuance of “Notice to Deliver” (KC-269), will be payable in accordance with Article 65 of USDA-1, and will be at the rate of \$0.45 per 100 pounds (net weight) per day.

### B. Compensation to USDA for Delay in Delivery

Liquidated damages for delay in shipment will be payable in accordance with Article 67 of USDA-1, and will be at the rate of \$0.45 per 100 pounds (net weight) per day.

## 13. INVOICES AND PAYMENT

- A. Invoicing and payment will be handled in accordance with Article 70, USDA-1 except that a properly prepared invoice package must include the following supporting documents:

- (1) A signed and dated Form KC-269 (reverse side) which includes the “Contractor’s Invoice Certification” evidencing the date of delivery and quantity (units) delivered in good condition, OR
- (2) A signed and dated commercial invoice evidencing the date of delivery and quantity (units) delivered in good condition which must include the following statement (either as a part of the commercial invoice or an attachment to):

#### “Contractors Invoice Certification”

“I certify that this invoice presented for payment is true. This certification is executed with full knowledge of the provision of 15 U.S.C. 714m(a), which provides a fine of not to exceed \$10,000 or imprisonment of not more than five years or both, for making any statement knowing it to be false, for the purpose of influencing in any way the action of the United States Department of Agriculture, and with full knowledge of the

provisions of 31 U.S.C. 3729 imposing civil liability upon any person who shall make or cause to be made a false, fictitious, or fraudulent claim against the United States."

---

Authorized signature

Date

- (3) Information required on the Bill of Lading. In addition to the information required by form KC-277, Notice to Deliver Transmittal and Instructions, the commercial bill of lading must show: 1) The manufacturer's lot code/lot identification number, and 2) the statement, **"FOR USDA FOOD DISTRIBUTION PROGRAMS."**
- (4) USDA or contractor's original (official) commodity inspection certificate, OR grader's memorandum. NOTE: If there are any discrepancies between the grader's memorandum and the inspection certificate, the inspection certificate will prevail.
- (5) Copy of Certificate of Analysis issued by an AMS laboratory, or independent commercial laboratory, or contractor's TQSA compliant laboratory.
- (6) Quality, weight, and laboratory results that do not meet specifications as required in Section 8, Commodity Specifications, must be asterisked on the Certificate of Analysis submitted with the invoice package.
- (7) If the contractor does not complete a "Contractor's Invoice Certification," then proof of delivery as evidenced by one or more of the following documents will be required as a part of the invoice package:
  - (a) A copy of the Bill of Lading, signed and dated by the recipient.
  - (b) A copy of the commercial receipt evidencing delivery signed and dated by the recipient.

Invoices must be mailed to:

Kansas City Finance Office  
 Financial Operations Division, Payment Certification Branch  
 Stop Code 8578  
 P.O. Box 419205  
 Kansas City, MO 64141-6205

- B. The Debt Collection Improvement Act of 1996 amended 31 U.S.C. 3332 to require Federal agencies to convert all Federal payments from checks to electronic fund transfers. Payments may be made directly to a financial banking institution. To receive payments electronically, Standard Form 3881, ACH Vendor/Miscellaneous Payment Enrollment Form must be completed. If you have questions or would like this form mailed to you, contact Financial Operations Division, Payment Certification Branch.

#### **14. INQUIRIES**

Inquiries pertaining to USDA-1 and this announcement should be directed to:

Kansas City Commodity Office  
Dairy and Domestic Operations Division  
Stop Code 8718  
P.O. Box 419205  
Kansas City, MO 64141-6205  
816-926-6050

George W. Aldaya  
Director

UNITED STATES  
DEPARTMENT OF  
AGRICULTURE

KANSAS CITY  
COMMODITY OFFICE  
P.O. BOX 419205  
KANSAS CITY, MO. 64141-6205

# **APPENDIX 1**

## **FAR Clauses Incorporated by Reference**

### **Announcement QBD1**

### **Purchase of**

### **Cheese, Queso Blanco**

### **For Use in Domestic Programs**





## FAR Clauses Incorporated by Reference

The following clauses are incorporated by reference with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following FAR home page address:

<http://www.arnet.gov/far/>

| The following FAR clauses are incorporated by reference in accordance with 52.252-2 (Feb 1998) |  |            |
|--|--|------------|
| Clause No.   | Title  | Issue Date |
| 52.203-6   | Restrictions on Subcontractor Sales to the Government ( <i>Alternate I</i> )   | Jul 1995   |
| 52.203-8   | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity   | Jan 1997   |
| 52.209-6   | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | Jul 1995   |
| 52.232-34  | Payment by Electronic Funds Transfer--Other than Central Contractor Registration   | May 1999   |
| 52.244-6   | Subcontracts for Commercial Items and Commercial Components  | Oct 1998   |

UNITED STATES  
DEPARTMENT OF  
AGRICULTURE

KANSAS CITY  
COMMODITY OFFICE  
P.O. BOX 419205  
KANSAS CITY, MO. 64141-6205

## **APPENDIX 2**

# **Packaging and Marking Specifications**

### **Announcement QBD1**

### **Purchase of**

### **Cheese, Queso Blanco**

### **For Use in Domestic Programs**



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**APPENDIX 2 TO ANNOUNCEMENT QBD1  
PURCHASE OF CHEESE, QUESO BLANCO  
FOR USE IN DOMESTIC PROGRAMS**

**Packaging and Marking Specifications**

**PART 1. BASIC PROVISIONS**

**1.1 PURPOSE**

- A. This appendix outlines the packaging and marking requirements, container specifications, and procedures for the approval of containers and packaging materials used in shipments of Queso Blanco under the domestic food distribution programs.
- B. Changes to this appendix will be issued periodically in the form of amendments to the announcement. Contractors are advised to ensure that all subcontractors, e.g., container and packaging material manufacturers, are familiar with the requirements on a contract-by-contract basis.

**1.2 USDA RESPONSIBILITIES**

- A. The Deputy Administrator, Commodity Operations (DACO), USDA-FSA, Washington, D.C., is responsible for approving the use of all containers and packaging materials.
- B. The Kansas City Commodity Office (KCCO) is responsible for accepting or rejecting commodities, containers, and packaging materials on a contract-by-contract basis.

**1.3 LIABILITY**

In accordance with Article 60 of USDA-1, USDA's contractor will be liable if containers or packaging materials do not meet contract requirements.

**1.4 COMMERCIAL PACKAGING AND MARKING SPECIFICATIONS**

The primary and secondary packaging materials and shipping containers must be of a type normally utilized in commercial channels. All closures and sealing methods must be in accordance with good commercial practice.

## **PART 2. GENERAL REQUIREMENTS**

### **2.1 CONTAINERS AND MATERIALS**

- A. Unless otherwise specified, all containers and packaging materials must be:
- (1) New and made of components and by processes which will not impart an odor, flavor, color, or other objectionable characteristic to the product being packaged.
  - (2) Constructed to meet the requirements of the Food and Drug Administration (FDA) for safe contact with the packaged product.
  - (3) Constructed from the maximum amount of recycled materials practicable without jeopardizing performance or food safety.
- B. All containers and packaging materials must be manufactured and assembled in the United States. The components that make up the fabricating materials of the containers and packaging materials must be of U.S. origin to the extent that they are commercially available. Questions concerning the availability of a material should be directed to:
- USDA/FSA/DACO/CPPAD  
Commodity Procurement Policy & Analysis Division  
STOP 0551  
1400 Independence Avenue SW  
Washington, D.C. 20250-0551  
ATTN: Packaging
- C. The contractor must maintain records to verify that during the contract delivery period, at the point of packaging, the containers and packaging materials were in compliance with paragraph 2.1.B. See Article 76 of USDA-1.
- D. Filled containers must be safe for individuals coming in contact with them during handling, stacking, and storage operations.
- E. The weight capacity of a container, e.g., 5-pound carton, is defined as a container designed to hold 5 pounds of the commodity.

### **PART 3. CONTAINER AND PACKAGING REQUIREMENTS**

#### **3.1 UNITIZATION REQUIREMENT**

Unless otherwise specified by USDA, all shipments of packaged products must be unitized (palletized and stretch wrapped) as follows:

**A. All pallets must be:**

- (1) a number 2, 4 way, reversible flush stringer,
- (2) contain no broken runners or slats,
- (3) constructed to facilitate the safe handling and transportation of the packaged product, as a unit, without loss or damage,
- (4) suitable for use in the shipment of food products.

**B. Plastic stretch-wrap must be:**

- (1) Constructed of a plastic film which is to be stretched a minimum of 50 percent beyond its original length when stretched around the pallet load.
- (2) Applied as tightly as possible around all tiers of the palletized shipping containers. The shipping containers must be held firmly in place by the stretch-wrap.

**C. Pallet loads must be:**

- (1) Stacked in such a way as to minimize the amount that shipping containers overhang the edges of pallets. (While shipping containers may overhang the edges of pallets, contractors are reminded that they are responsible for the safe shipment and delivery of the product.)
- (2) Blocked and braced or otherwise loaded into the conveyance in a manner that prevents shifting during transit.

## **PART 4. USDA & COMMERCIAL MARKING REQUIREMENTS**

### **4.1 MARKING SPECIFICATIONS**

- A. The marking and labeling must be in accordance with good commercial practices.
- B. At Contractor's option, a statement such as "NOT FOR RETAIL SALE" may be printed on the principal display panel of the food label.
- C. All packaging and labeling must be in accordance with all applicable provisions of the Federal Food, Drug, and Cosmetic Act, the Fair Packaging and Labeling Act, and the Nutrition Labeling and Education Act of 1990.
- D. A company name or brand name must be shown on all shipping containers.

### **4.2 MONTH/YEAR OF PACK**

- A. The month/year of pack must be shown on all shipping containers.
- B. A date fill code may be applied in addition to, but not in lieu of, the month/year of pack.

### **4.3 LOT CODE/CERTIFICATE NUMBER**

A lot code or official USDA inspection certificate number must be legibly marked on all primary shipping containers. Contractors may use any type of lot coding system, provided it can identify the day of production in the contractor's records. If Contractors use AMS inspection services, Contractors must provide AMS with an explanation of the lot coding system.

UNITED STATES  
DEPARTMENT OF  
AGRICULTURE

KANSAS CITY  
COMMODITY OFFICE  
P.O. BOX 419205  
KANSAS CITY, MO. 64141-6205

**APPENDIX 3**  
**Commercial Item Description**  
**Cheese, Queso Blanco**

**ANNOUNCEMENT QBD1**

**A-A-20347 Dated December 20, 2004**

**<http://www.ams.usda.gov/fqa/ciddair.htm>**

